

AN A

TIMOTHY D. DeGIUSTI
[Chief Judge]
United States District Court for the
Western District of Oklahoma
200 NW 4th Street
Oklahoma City, OK 73102
USPS - 7019 2970 0001 7192 9309

CREDITAMENTS
ON, 5 OCTOBER 1961

ONS,

THE LAW DOES NOT PERMIT IMPOSSIBILITIES

Utah County

)

)

Asseveration

Utah Republic

)

United States of America

)

L.S.

by Paul-Kenneth Cromar
Signed only in correct public capacity
As beneficiary to the Original Jurisdiction.

NOTICE. The term "Original Jurisdiction" herein and in all other documents issued by **Paul-Kenneth: Cromar**, means the constitution for the United States of America, anno Domini 1787, and articles of amendment anno Domini 1791 and other original parent agreements as indexed in Paragraph Number 12 below.

Let Right Be Done, Though The Heavens Should Fall

I, **Paul-Kenneth: Cromar** a/k/a **Paul-Kenneth** of the family :**Cromar**, in public capacity as beneficiary to the Original Jurisdiction, being of majority in age, competent to testify, a self-realized entity, a free, living and breathing Man upon the free soil, an American citizen of the American Republic, My yeas being yeas, My nays being nays, do hereby state that the truths and facts herein are of first hand personal research, true, correct, complete, certain, and not misleading, so help me GOD.

PUBLIC NOTICE

THIS DOCUMENT GIVES NOTICE TO all Public Officials by and through the Office of the Secretary of State, the United States of America a/k/a UNITED STATES a/k/a U. S. a/k/a UNITED STATES OF AMERICA, and the Office of the Secretary of State, the State of Utah a/k/a Utah a/k/a STATE OF UTAH a/k/a UT a/k/a "this State" and to all whom it may concern, of the DECLARATIONS, LAWFUL PROTESTS and other matters contained herein.

NOTICE OF FOREIGN JURISDICTION TO: ALL U.S. AND STATE AGENTS & OFFICERS

When this notice is affixed to a premises, all property therein and attached thereto is under the custody and control of the above-noted foreign official and not subject to intrusion or seizure. The bearer of this Notice has been duly notified to the Department of State pursuant to international law and enjoys immunity from criminal and civil jurisdiction, arrest and detention. Under international convention, the bearer should be treated with respect and all steps should be taken to prevent attack on the bearer's freedom, mobility, interests and property.

Law enforcement inquiries may be made to the U.S. Department of State Authentications Office, (202) 647-4000.
Legalization inquiries may be made to the U.S. Delegation for the Hague Convention, (202) 776-8342.

DECLARATIONS

APPELLATION, STATUS, AND FACTS

1. **KNOW ALL MEN BY THESE PRESENTS, Paul-Kenneth: Cromar, a/k/a Paul-Kenneth of the family : Cromar does hereby state, assert and aver all of the following:**

2. **Paul-Kenneth: Cromar, is a living, breathing free Man upon the free soil, an American citizen of the American Republic, also known as a declared Utah state national, beneficiary to the Original Jurisdiction.**

3. **Paul-Kenneth: Cromar, is not a United States Citizen, subject, vessel or “person” as defined in Title 26 United States Code, Section 7701 or elsewhere, or any other *ens legis* artificial person, individual, entity, fiction of law, procedural phantom or juristic personality, notwithstanding the reproduction of any such fictions in any media, computer, record or instrument, written or electronic.**

4. **Paul-Kenneth: Cromar, is foreign to the United States and retains official authority within his chosen jurisdiction. As beneficiary to the Original Jurisdiction, he is not subject to nor does He volunteer to submit to or contract with any *ens legis* artificial or corporate jurisdiction to which a United States person may be subject.**

5. **Paul-Kenneth: Cromar, reserves all Rights, Remedies and Defenses granted to him by God and memorialized by Paul-Kenneth: Cromar’s correct public capacity as beneficiary to the Original Jurisdiction.**

6. **Paul-Kenneth: Cromar, waives no Rights, Remedies or Defenses nor yields imprescriptible Rights including, without limitation, the Right to movement and travel without restriction, permission or license in any conveyance of His choosing on any public roadway in America, and the right to bear arms for the protection of His family, friends and neighbors without restriction, unless such wavier is specifically done so lawfully in writing.**

7. **Paul-Kenneth: Cromar, did not, does not, nor does he ever intend to volunteer, consent or contract to being identified as, of, or connected by any nexus to, any institutional, bifurcated, public *cestui que* trust or other fictional construction of law or *ens legis* entity of a political state or subdivision thereof, in any capacity including, without limitation, as trustee, co-trustee, surety, co-surety, officer co-officer, fiduciary or co-fiduciary.**

8. **Paul-Kenneth: Cromar, reserves the nature and character of his exact and proper designation as:**

Paul-Kenneth: Cromar

or in the alternative,

Paul-Kenneth of the family, :Cromar.

...which shall be spelled written, formatted, printed, engraved and inscribed now and in perpetuity in all media exactly and precisely as just above-written with a first and second given name separated from, and joined to, a family name by a mark of punctuation or the words “of the

family”; with the first letter of each given and family name being capitalized and all other letters being written in lower case fully in accord with the Rules of English Grammar.

9. **Trade Mark notice.** The name **Paul-Kenneth: Cromar** by common law is Trade Marked TM and all trade names and derivatives thereof, whether or not registered, are Trade Marked TM by and property of **Paul-Kenneth: Cromar**, to whom all rights are reserved. The use thereof without the express written permission of **Paul-Kenneth: Cromar**, creates a voluntary and informed consensual contract obligating the unauthorized user to the payment of a Trade Mark infringement fee as follows:

A Trade Mark infringement fee in the sum certain of two-hundred fifty-thousand dollars (\$250,000.00) lawful specie, gold, or silver, American mint, or certified bullion, Lawful coin money at current spot market price pursuant to the Constitution for the united States of America, 1787 anno Domini, amended anno Domini 1791, Article 1, Section 10, Clause 1, shall apply to each unauthorized use of the designation **Paul-Kenneth: Cromar**, and to each attempt or event of conversion, alteration, distortion and/or misnomer whether by improper spelling, abbreviation, capitalization, initializing, reversal of parts, or conversion to a fiction of law or other juristic personality or artificial being.

10. Clause 1, shall apply to each unauthorized use of the designation **Paul-Kenneth: Cromar**, and to each attempt or event of conversion, alteration, distortion and/or misnomer whether by improper spelling, abbreviation, capitalization, initializing, reversal of parts, or conversion to a fiction of law or other juristic personality or artificial being.

11. **The legal doctrine of *idem sonans* is inapposite to Paul-Kenneth: Cromar**, whether oral or written; all such improper usages and misnomers comprising infringement on the above-noticed copyright.

12. **Paul-Kenneth: Cromar, does hereby accept the Original Jurisdiction, to wit:**

- A. Constitution for the united States of America, anno Domini 1787, Articles of Amendment anno Domini 1791;
- B. National Bill of Rights, anno Domini 1776;
- C. The Northwest Ordinance, anno Domini 1787
- D. Constitution of Utah, anno Domini 1896;
- E. Bill of Rights for Utah, anno Domini 1896;

13. **Paul-Kenneth: Cromar**, does hereby further state, assert and aver the following facts:

- a. It is well established the Hague Regulations and Geneva Convention IV specifically protect the original jurisdiction from encroachment upon internationally protected people.
- b. Furthermore, it is well established under public policy that citations, legislations, prescriptions and other comprise a cloak to disguise collateral undertaking in U.S. Funds. All such offers want for authority under original organic State Constitutions pursuant to which they are forbidden and can **never be duly enacted**.
- c. The U.S. a/k/a the United States is defined as a federal corporation at Title 28 USC 3002(15).

d. The United States is bankrupt pursuant to *Perry v. United States*, 294 US 330-381 (1935); 79 L. Ed 912.

e. United States is an obligor/grantor to the Federal Reserve Bank pursuant to the Federal Reserve Bank Act of December 23, 1913, 38 Stat 265, Ch. 6.

f. The said Federal Reserve Bank Act comprises a contractual granting by Congress to the Federal Reserve Bank of a paramount and enduring (ex-warrant 1913-1933) lien on the assets of the United States and all parties who would use bank notes issued by the Federal Reserve Bank pursuant to 38 Stat 265, Ch. 6 p266-267.

g. The Congress of the United States, by authority of the Gold Bullion Coin Act of 1985, PL 99-185, December 17, 1985, 99 Stat 1177 has decreed its intention that all Americans can no longer be forced into an obligor/grantor status in relation to said Federal Reserve Bank Notes.

h. The Constitution for the united States of America, 1787, Article 1, Section 4, Clause 2 (1856) states that Congress shall assemble at least once in every year, which shall be the first Monday of December. Notwithstanding, Amendment XX, Section 2 (1933) states: "The Congress shall assemble at least once in every year, and that such meeting shall begin at noon on the third day of January, unless they by law appoint a different day."

14. The Constitution cannot be in conflict with itself. The *de jure* legislature of the united States of America identified as "Congress" in the aforementioned Article 1, Section 4, Clause 2 (1856) adjourned "*sine die*" in 1861. Evidence of its reconvening in the absence of a congressional quorum has not been exhibited by the United States. The national legislative body discernible in Amendment XX, Section 2 first appeared in 1863 by executive resolution as a department of the Executive Branch of government pursuant to "Emergency War Powers." This *de facto* "Congress" was conceived and continues to sit at the pleasure of the president of the corporate *ens legis* UNITED STATES.

15. The *de jure* private people who, by their inherent character *in rerum natura*, are **foreign to and wholly without the corporate *ens legis* United States** are not subject to the actions, acts and whims of the *ens legis* Congress of the corporate UNITED STATES. Accordingly, living Men *in rerum natura* are not subject to the Federal Reserve Bank Act of December 23, 1913 which wants for force and effect of law in the Original Jurisdiction.

16. Disclosure of the facts and frauds stated herein has been denied to **Paul-Kenneth: Cromar**, in his rightful capacity as beneficiary of the Original Jurisdiction by an extraordinary and persistent policy of covin, conspiracy, and collusion constructed and condoned by the UNITED STATES Congress, Amendment XX, the Federal Reserve Bank/System, and contractors, agents, assigns, successors, heirs, representatives, obligors and grantors thereof.

17. It is well settled in law that "no right, by ratification or other means, can arise out of fraud." Fraud vitiates everything it touches. There exists no lawful statute of limitation on fraud.

18. By this PUBLIC NOTICE, DECLARATIONS AND LAWFUL PROTEST, the following addendum is attached by reference herein in its entirety to any and all Federal Reserve Notes, public policy instruments, and documents regardless of kind arising from or relating to the Federal Reserve Bank/System which are held, received or used by **Paul-Kenneth: Cromar**, now and in perpetuity:

“The use of this instrument/conveyance by Paul-Kenneth: Cromar, is of necessity only and under Lawful Protest, *nunc pro tunc* to December 23, 1913, in the absence of a reasonable alternative.”

19. The labor of Paul-Kenneth: Cromar, is measured and valued *quantum meruit* exclusively in gold and silver coin. As the value of such labor is tangible, it cannot be measured by any instrument which serves as evidence of debt, notwithstanding that the operational currency of the corporate UNITED STATES consists exclusively of instruments noted thereon to be evidence of liability.

20. Paul-Kenneth: Cromar, hereby expressly states his intention to pay, extinguish and satisfy all of His obligations and make all parties whole. Accordingly, Paul-Kenneth: Cromar, specifically disavows the use of “discharge” as a fraudulent transaction which implies payment but serves to covertly transfer the debts of Paul-Kenneth: Cromar, to other parties contrary to Paul-Kenneth: Cromar, deeply held Scriptural beliefs under God regarding theft and deceit.

21. Paul-Kenneth: Cromar, is not now and has never been a United States Citizen under the Fourteenth and Sixteenth Amendments of the *ens legis* Constitution for the corporate UNITED STATES, notwithstanding any failures to properly pass the said amendments into law.

22. Paul-Kenneth: Cromar, has the absolute unalienable Divine right to keep and bear arms of any kind for protection of Self, family, and neighbors, by his own will and this DECLARATION.

23. Paul-Kenneth: Cromar, has the absolute unalienable Divine right to move and travel upon all public roadways in America, of whatever kind and nature, in whatever mode or carriage of transportation He may choose, without license or permission or any other infringement of that right, by His own will and this DECLARATION.

24. In addition to all of the above, Paul-Kenneth: Cromar, retains all of the Rights as enumerated and protected by the constitutions, bills of rights, and ordinance pursuant to the Original Jurisdiction.

LAWFUL PROTEST

As it is a crime to conceal a crime and conceal a fraud, Paul-Kenneth: Cromar, makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to:

1. The formation of any institutional, bifurcated, public, *cestui que* trust in violation of the copyright of Paul-Kenneth: Cromar, previously declared herein.

2. Any allegation or presumption that Paul-Kenneth: Cromar, has consented expressly or tacitly to being a Citizen pursuant to the Fourteenth and/or Sixteenth Amendment of the *ens legis* Constitution of the UNITED STATES.

3. Any pledge, mortgage, lien or encumbrance by the Council of State Governors, March 6, 1933 which would identify Paul-Kenneth: Cromar, as a security, surety, co-surety or collateral for any part or portion of the public debt which has been hypothecated by the use of counterfeited Federal Reserve securities.

4. The forced involuntary use of U.S. funds such as Federal Reserve Bank/System notes, commercial liability instruments and electronic liability transactions as part of a scheme to compel the principals to impart artificial commodity value to the liability evidenced thereon, on the authority of *MacLeod v. Hoover*, (June 22, 1925) No. 26395, S. Ct. Louisiana; 105 S. Rep. 305, that court citing *U.S. Bank v. Bank of Georgia*, 23 U.S. 333, 10 Wheat, 333, 6 L. Ed. 34.

5. Any presumption that **Paul-Kenneth: Cromar**, has volunteered to be a debtor in possession of Federal Reserve Notes with expectation of a *quid pro quo*; a guarantor/surety/co-surety on the lien created by the Federal Reserve Bank Act of December 23, 1913; a party to any confidence game, scheme, forced or *cestui que* use whereby paper wanting inherent value is placed into circulation by the Federal Reserve Banks in lieu of Constitutionally required gold or silver; a party to the failure of public officials and Federal Reserve principals to provide full disclosure of the liabilities and perils of using private scrip, instruments of debt, corporate U. S. obligations, and Federal Reserve Notes as inauthentic replacements for lawful money.

6. Any presumption that **Paul-Kenneth: Cromar**, has at any time expressed or implied a promise to guarantee the debt hypothecated by the said Federal Reserve Act, the private debt of the corporate UNITED STATES, or any obligations of the Federal Reserve Banks, agents, contractors, assigns, successors, heirs and grantors thereof, now and in perpetuity.

7. Any presumption that **Paul-Kenneth: Cromar**, has at any time volunteered expressly or tacitly to join as a co-conspirator in any fraud, conspiracy, covin, collusion, confederation or joint business venture operated by the *de facto* STATE OF UTAH and the corporate *ens legis* UNITED STATES as a surety, co-surety, guarantor or other obligor.

8. Any attempt to induce **Paul-Kenneth: Cromar**, to act as a tortfeasor to the Constitution for the united States of America, anno Domini 1787, where at Article 1, Section 10, it states "No State shall . . . emit bills of credit; make anything but Gold and Silver Coin a tender in payment of debts," all such offers being refused for fraud.

9. Pursuant to the Original Grant of Depositum for Bailment via the 1896 Constitution of UTAH, **Paul-Kenneth: Cromar**, makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to the calculated use of legal fictions to undermine and convert the political Will of the People on the free soil of the organic country known as Utah into a legislative democracy that transforms the free People into subjects of the municipal law of foreigners within the geographical exterior boundary of Utah and contrary to the Northwest Ordinance and the original Grant of the People, September 17, 1787, anno Domini, as amended 1791, anno Domini.

MANDATES

IT IS HEREBY EXPRESSLY MANDATED TO IMMEDIATELY:

1. **RETURN THE DEPOSITUM FOR BAILMENT** to **Paul-Kenneth: Cromar**, in his capacity as descendent by blood of the original Bailor/Grantor/Settlor and his endowment to warrant same by Almighty God, pursuant to the terms, conditions, stipulations, exceptions and reservations contained within the Original Grant.

2. **ACKNOWLEDGEMENT, RECOGNITION AND RETURN BY THE BAILEE OF THE SAID DEPOSITUM OF BAILMENT to Paul-Kenneth: Cromar**, as repository trustee for the Original public Trust.

3. **EXHIBIT THE AUTHORITY** whereby **Paul-Kenneth: Cromar**, can be compelled, forced or enticed to falsely act as a tortfeasor to Article 1, Section 10, Clause 1 of the Original Grant against his will by using the aforementioned fictional bank notes within a scheme of discharge disguised as payment. Failure to so exhibit within fifteen (15) days of PUBLIC NOTICE comprises stipulation that no such authority exists.

4. **EXHIBIT THE AUTHORITY** whereby **Paul-Kenneth: Cromar**, can be compelled, forced or enticed to falsely present himself as a United States Citizen/person in violation of the Fourteenth and Sixteenth Amendments prohibition against slavery and involuntary servitude. Failure to so exhibit within fifteen (15) days of PUBLIC NOTICE comprises stipulation that no such authority exists.

5. **ADMIT OR DENY** that all actions of the UNITED STATES, the STATE OF Utah and all political subdivisions thereof whether judicial, administrative, municipal, county or otherwise are by their nature actions *indebitatus assumpsit*. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises admission of an ongoing Fraud against the beneficiaries of the Original Jurisdiction.

“Suits as well as transfers may be the protective coverings of fraud,” *Steelman v. All Continent Corp.*, 301 US 278, 81 L. Ed 1085; *Shapiro v. Wilgus*, 287 U.S. 348, 355, 53 S. Ct. 142, 144, 85 A.L.R. 128. “The fact that the means employed to effect the fraudulent conveyance was the judgment of a court and not a voluntary transfer does not remove the taint of illegality,” *First National Bank v. Flershem*, 290 US 504, 78 L. Ed. 465. “... it is obvious that the fraud did not occur in open court nor in that sense enter into the decrees under attack, hence the fraud of which we complain was not susceptible to insulation. In the language of *Shapiro v Wilgus*, 287 US 348, 77 L. Ed 355. It was part and parcel to a scheme whereby the form of a judicial remedy was to supply a protective cover for a fraudulent design.” Also, *Steelman*, *supra* *Flersham*, *supra*, *Braun*, *supra*., “That in the absence of an adversary trial or decision the distinction between extrinsic and intrinsic fraud becomes immaterial and made clear by the following from the *Throckmorton* opinion,” 98 US 61, 65, *Braun*, *supra*.

6. **EXHIBIT VERIFIED EVIDENCE** proving the time, place and nature of full disclosure of the benefits, risks and perils by which **Paul-Kenneth: Cromar**, could knowingly volunteer to submit to the Federal Reserve Bank Act of 1913. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such disclosure was made.

7. **ADMIT OR DENY** that **Paul-Kenneth: Cromar**, did in fact knowingly and voluntarily ratify the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 which resulted in the use of grammatical derivations of **Paul-Kenneth: Cromar's** name in a scheme of intentional misnomer for profit and gain. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises denial that the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 was ever duly and lawfully ratified by and any assumption of such ratification is false.

8. **EXHIBIT VERIFIED EVIDENCE** proving the knowledgeable and voluntary ratification and acceptance by **Paul-Kenneth: Cromar**, of the aforesaid *cestui que* trust. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that the said *cestui que* trust was never ratified by **Paul-Kenneth: Cromar**, and any assumption of such ratification is false.

9. **EXHIBIT VERIFIED EVIDENCE** proving the granting of a copyright license by Paul-Kenneth: Cromar, expressly conveying to the licensee the authority to use grammatical derivations of the proper name belonging to Paul-Kenneth: Cromar, in a scheme of intentional misnomer for profit and gain through an unauthorized *cestui que* trust. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises stipulation that all such misnomers and uses of the aforesaid *cestui que* trust comprise intentional copyright infringement.

10. I Paul-Kenneth: Cromar, do hereby deny having received disclosure of the existence, benefits, risks and perils of a *cestui que* trust named derivatively at any time, or having been asked to ratify the said trust. Consequently, I do hereby deny, denounce, adjure and disavow having ever ratified any such trust.

11. I Paul-Kenneth: Cromar, Beneficiary of the *cestui que* trust, rejects and never accepted Offer to contract and does not consent to any proceedings.

12. I Paul-Kenneth: Cromar, beneficiary of *cestui que* trust mandate JOHN K. MANGUM providing Paul-Kenneth: Cromar, AND Barbara-Ann: Cromar, with a written DECLARATION OF APOLOGY for aiding and abetting the denying of Constitutional rights to due process, hearing, trial by jury and justice, be drafted and signed by you, notarized, then be recorded on the property through the Utah County Recorder, with this original being mailed to the address below via NEXT DAY USPS mail. If this mandate is not met, a penalty of ten thousand (\$10,000.00) dollars a day will be enforced until such time the debt is paid in full, County record corrected, apology filed thereon, plus \$1000 per day penalty until fee is paid in full.

13. I Paul-Kenneth: Cromar, beneficiary of *cestui que* trust do hereby instruct, Flesh-and-Blood MR. TIMOTHY D. DEGIUSTI being an officer of the CORPORATION cannot use the name of Paul KENNETH CROMAR, in any form, it is a **felony** in the Utah State.

14. I Paul-Kenneth: Cromar, beneficiary of the *cestui que* trust, do not have a contract with any court of the UNITED STATES. If threatened in any manner, I Paul-Kenneth: Cromar, in the Body of Flesh-and-Blood by MR. JOHN W. HUBER, MR. RYAN S. WATSON, MR. D. MARK JONES, MR. RICHARD E. ZUCKERMAN, MR. JOHN K. MANGUM, MR. ROBERT J. SHELBY, MS. EVELYN J. FURSE, MS. NANCY K. PHILLIPS, R. A. MITCHELL, MS. WANDA I. MANLEY, MS. JOAN FLACH or JOAN FLACK, and MR. "GARY CHAPMAN" (alias for Employee ID # 10000324786), any Corporate employee, or any other suspected criminals not named here now, charge for such fraud at Seventy-Five Thousand (\$75,000.00) DOLLARS per officer, official or living individual. If any perceived threats are manifest, all the people above may be exposed to investigation and prosecution for possible RICO violations, and all the fines, penalties and imprisonment there under.

15. I Paul-Kenneth: Cromar, beneficiary of *cestui que* trust mandate that MR. TIMOTHY D. DEGIUSTI show that the corporate regulations have authority over the BODY of Flesh-and Blood of Paul-Kenneth: Cromar. And since the corporation of the UNITED STATES has no authority over the Body of Flesh-and Blood, now fraud and

swindle in dishonor, and extortion charges, do now apply since trying to bring me into contract with the corporation of the UNITED STATES, a penalty of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) now applies to the Corporation of the OFFICE of ADMINISTRATIVE HEARINGS a subsidiary of the UNITED STATES Corporation for the distress that has been incurred to me in the Body of Flesh-and Blood.

16. I **Paul-Kenneth: Cromar**, beneficiary of *cestui que* trust mandate that MR. TIMOTHY D. DEGIUSTI provide a certified copies signed under the pains and penalty of perjury, of his Oath of Office, his Anti-Bribery Statement, his Foreign Agents Registration Act disclosure (see FARA.gov), and his bond number and bonding company name, address, phone and agent contact, sent via NEXT DAY USPS in c/o the mailing address below.

17. I **Paul-Kenneth: Cromar**, beneficiary of *cestui que* trust mandate that MR. TIMOTHY D. DEGIUSTI provide certified financial audit and record audit of ALL Department of Justice records surrounding any case, including but not limited to filings, phone logs, texts, emails, audio and/or video recordings, payment, payer and/or payee name(s), bonds, claims, off-sets, and ALL associated cataloguing numbers – signed declaring if 100% accurate under the pains and penalty of perjury that nothing related to Paul-Kenneth: Cromar, and/or Barbara-Ann: Cromar, since January 1, 2007 to the present day delivery of above items, has been withheld – in both hard copy and electronic – be sent via NEXT DAY USPS mail in c/o the mailing address below.

18. If these mandates are not met in a timely basis, then arrests BY the appropriate authorities, at the appropriate time after 30 days will be made. I **Paul-Kenneth: Cromar**, hereby MANDATE MR. TIMOTHY D. DEGIUSTI immediately resign without retirement pay for aiding and abetting fraud and swindle in dishonor – thus denying JUSTICE.

19. I **Paul-Kenneth: Cromar**, Beneficiary of the *cestui que trust*, do hereby instruct MR. WILLIAM P. BARR attorney general of **UNITED STATES corporation**, and responsible for all government DOJ corporate employees for the **UNITED STATES**, to hereby enforce all above mandates. If these mandates are not met within thirty (30) days from the date of receipt of this **PUBLIC NOTICE, DECLARATIONS, MANDATES AND LAWFUL PROTEST**, all individual names mentioned in this document will be submitted to the US Marshals and/or the Utah County Sheriff for action.

CAVEAT LAW – SUPREME COURT CASES

1. All public officials, Officers of government bodies politic, in all branches/departments, Executive, Legislative, or Judicial, being of Oath of Office, bonded to fidelity, are under ministerial duty, *Supervisors v. United States ex rel.* 71 U.S. 435, 4 Wall 435, *U.S. v. Thomas*, 15 Wall 337, *U.S. v Lee*, 106, US 196, 1 S. Ct 240, *fiduciary/trustees*, *U.S. v Carter*, 217 US 286, 30 S. Ct 515. “The implication of a trust is the implication of every duty proper to a trust... Whoever is a fiduciary or in conscience chargeable as a fiduciary is expected to live up to them.” *Buffum v Peter Barceloux Co.* 289 US 227, 237; 77 L. Ed 1140, 1146, cited *Braun v. Hansen*, 103 F.2d 685 (1939), wherein it further states “Being fiduciaries, the ordinary rules of evidence

are reversed”, must obey the law, *Butz v. Economou*, (US) 98 S Ct. 2895, *Davis v Passman* (1979, US) 442 US 226, 99 S. Ct. 2264.

2. “The law will protect an individual who, in the prosecution of a right does everything which the law requires him to do but fails to obtain his right by the misconduct or neglect of a public officer.” *Lyle v Arkansas*, 9 Howe 314, 13 L. Ed 153, *Duluth & Iron Range Co. v Roy*, 173 US 587, 19 S. Ct 549, 43 L. Ed 820. “It is a maxim of the law, admitting few if any exceptions, that every duty laid upon a public officer for the benefit of a private person, is enforceable by judicial process”. *Butterworth v U.S. ex rel. Hoe*, 112 US 50, 5 S. Ct 25, 28 L. Ed 656.

3. “A ministerial officer is liable for an injury done, where his acts are clearly against the law.” *Tracy v. Swartwout*, 10 Pet. 80, 9 L Ed 354. “The judicially fashioned doctrine of official immunity of judicial, legislative or executive officers does not reach so far as to immunize criminal conduct prescribed by an Act of Congress.” *O’Shea v. Littleton*, 414 US 488, 94 S Ct. 669, “in equity there are certain rules prohibiting parties bearing certain relations to each other from contracting between themselves; and if parties bearing such relations enter into contracts with each other, courts of equity presume them to be fraudulent, and convert the fraudulent party into a trustee.” *Perry on Trusts* (7th Ed) Sec. 194, in *Braun v Hansen* (1939) 103 F 2d 685. Under the doctrines of *res gestae*, *res ipsa loquitur*, *respondeat superior*, as now having prior knowledge, authority, power, opportunity to prevent or aid in preventing injury, damage, having been or about to be committed. Title 42 USCS Section 1986, as applies to public officials, Officers, by the existence of an agreement between two or more persons, acting in a private conspiracy, *McNalley v Pulitzer Pub. Co.* (1976) 532 F 2d 69, 429 US 855, 50 L Ed 2d 131, to conspire, through said conspiracy, to impede or hinder, or obstruct or defeat the due course of justice in a State or Territory, with the purposeful intent to deny the equal protection of the law, under color of State law or authority, or other, *Griffin v. Breckinridge* (1971) 403 US 88, 91 S Ct. 1790, depriving of having or exercising a Right, Federal Conspiracy to Obstruct Justice Act (Title 42 USCS Section 1985(2), deprivation of due process, even by federal officials, *Williams v. Wright* (1976) 432 F Supp 732, *Founding Church of Scientology v Director, FBI* (1978) 459 F Supp 748, 98 L Ed 2d 150, 108 S Ct 199, even District Attorneys, *Rouselle v Perez* (1968) 293 F Supp 298, places upon you the badges of fraud, prior knowledge, superior knowledge of the law, will of intent, perjury of Oath of Office, constructive treason, bad faith, breach of fiduciary/trustee responsibility, whereupon “Being fiduciaries, the ordinary rules of evidence are reversed,” (1939) 103 F 2d 685. Further, being advised, as in *Ex Parte v Young*, 209 US 123 (1908), **“The attempt of a State Officer to enforce an unconstitutional statute is a proceeding without authority of and does not effect, the State in its sovereign or governmental capacity, and is an illegal act, and the officer is stripped of his official character and is subject in his person to the consequences of his individual conduct. The State has no power to impart to its officer immunity from responsibility to the supreme authority of the United States.”** (Emphasis added.)

Support NOTES from lower courts: From *Perry on Trusts*, (7th ed), Sec. 851 “... in order that the release, confirmation, waiver, or acquiescence may have any effect The cestui que trust must also know the Law, and what his rights are, and how they would be dealt with by the court.” The Supreme Court of Arizona in *Garrett v Reid Cashion Land*, 34 Ariz 245, 270 P. 3044 at page 1052 quotes thus from *Adair v Brimmer*, 74 NY 539 “Confirmation and ratification imply to legal minds, knowledge of a defect in the act to be confirmed, and the right to reject or ratify it. The cestui que trust must therefore not only have been acquainted with the facts, but apprised by the law, of how these facts would be dealt with by a court of equity, All that is implied in the act of ratification, when set up in equity by a trustee against his cestui que trust, must be proved, and will not be assumed. The maxim ‘ignorantis legis excusat neminem’ cannot be invoked in such a

case. **The cestui que trust must be shown to have been apprised of his legal rights.**" (Emphasis added.) Also from *Ungrich v Ungrich*, 115 NYS 413, 417, "The rule (is) that to fasten ratification upon a cestui que trust he must not only have been acquainted with all the facts, but apprised also in the law, and how such facts would be dealt with by a court of equity." Likewise, *Thaw v Thaw*, 27 Fed 2d 729, *US v Carter*, 217 US 286, 54 L Ed 769, *Wendt v Fisher* (Cardozo, J.) 234 NY 439, 154 N.E. 303, *Leach v Leach*, 65 Wis. 284, 26 NW 754.

4. The delay in discovery of the Frauds stated herein pursuant to Amendment XX provides no defense to the remedy, laches or otherwise. *Michoud v Girod*, 4 How 503, @ 561, 11 L Ed 1076, *Pomeroy's Equity*, Sec. 847, *Wiget v Rockwood* 69 F @d 326, et seq., and from *Texas & Pacific Ry, v Pottorff*, 291 US 245, 78 L Ed 777, in *Braun*, supra, "the doctrine is thus affirmed. It is the settled doctrine of this court that no rights arise on an ultra vires contract, even though the contract has been performed; and this conclusion cannot be circumvented by erecting and estoppel which would prevent challenging the legality of a power exercised." And from *US v Grossmayer*, 9 Wall 72, 19 L Ed 6 27, "A transaction originally unlawful cannot be made any better by being ratified." And, further, following *Braun*, supra, "It is held axiomatic that no right, by ratification or other means, can arise out of fraud." 13 C.J. 492, Sec. 440, 6 R.C. L., p 698, the following is quoted in *Thompson on Corporations*, 3rd Ed Sec. 2828, from *Central Transportation Co. v Pullman Palace Car Co.*, 139 US 24, as established doctrine of the Supreme Court, "No performance of either side can give the unlawful contract any validity, or be the foundation of any right of action upon it." As said long ago by the great Justice Story in *Prevost v Gratz*, 6 Wheat 481, 497; 5 L Ed 311, 315, **"It is currently true that length of time is no bar to a trust clearly established; and in a case where fraud is imputed and proved, length of time ought not, upon principles of eternal justice, to be admitted to repel relief. On the contrary, it would seem that the length of time during which the fraud has been successfully concealed and practiced, is rather an aggravation of the offense, and calls more loudly upon a court of equity to grant ample and decisive relief."** (Emphasis added.)

5. It is a maxim of law that **peonage and involuntary servitude are forbidden, and immunity is denied to any party, real or imagined, person or public official who would or conspire to traffic in slaves or participate in aiding or abetting.** *Clyatt v US*, 197 US 207 (1905), *Plessy v Ferguson*, 163 US 537, 542, "Whoever [Title 18 U.S.C. Sec.1581] holds or returns any person to a condition of peonage, or arrests any person with the intent of placing him in or returning him to a condition of peonage, shall be fined not more than \$5,000.00 or imprisoned not more than five years."

6. **All public officials in receipt of this notice are required by their Oath of Office to answer.** Notification of legal responsibility is "the first essential of due process of law" *Connally v. General Construction Co.*, 269 U.S. 385,391. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." *U.S. V. Tweel*, 550 F.2d.297. It is the ministerial fiduciary/trustee duty of each and every government official, officer, agent, contractor and assign of the UNITED STATES, the STATE OF UTAH, the Federal Reserve Banks/System, the International Monetary Fund, the International Finance Corporation, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the World Bank, the Commission of the European Communities, the Organization for Economic Co-operation and Development, the United Nations and any and all other obligors/grantors who view this notice ("Respondents") to timely and fully answer, *Federal Crop Insurance v Merrill* (1947) 332 US 380., 92 L Ed 10, 68 S Ct 1, 175 ALR 1075.

7. **The period for Respondents to respond to this notice is thirty (30) days.** Any party or public official wishing to answer, respond, refute, rebut, deny, object or protest any statement,

term, declaration, denial or provision in this presentment must do so by Lawful Protest within thirty (30) days of the date of issuance or forever lose all rights, titles, interests, and the opportunity to plead. All such responses must be verified and have exhibitions and factual evidence in support annexed thereto.

8. **Respondents may agree with all statements, terms, declarations, denials and provisions herein by remaining silent.** Failure to timely respond to all such terms and provisions with which Respondents disagree comprises Respondents' stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct and fully binding on all parties.

9. **This document serves as Notice of Fault in the event Respondents fail to timely respond.**

10. **Notice of Default shall be issued no sooner than three (3) days after Notice of Fault.** Default is final three (3) days after Notice of Fault is issued. Default comprises Respondents consent jointly and severally to be named as defendant(s) in various actions, administrative and judicial

11. **Upon Default, all matters are settled *res judicata* and *stare decisis*.**

12. **Default comprises an estoppel of all actions, administrative and judicial,** by Respondents against **Paul-Kenneth: Cromar**, 3J. Pomeroy, Equity Jurisprudence Section 805, p. 192, Restatement 2d of Torts Section 894(1) (1979), and now reasonably relied on, Wilbur National Bank v US 294 US 120, 124-125 (1935), due to misconduct by Government agents Heckler v Community Health Services, 467 US 51, at 59, 60, Federal Crop Ins., *supra*. "It [the doctrine of Estoppel by Silence] arises where a person is under duty to another to speak or failure to speak is inconsistent with honest dealings." In Re McArdles Estate, 140 Misc. 257, et seq., and Silence, to work estoppel, must amount to bad faith. Wise v USDC Ky., 38 F Supp 130, 134, where duty and opportunity to speak, Codd v Westchester Fire Ins. Co. 14 Wash. 2d 600, 128 P 2d 968, 151 ALR 316, creating ignorance of facts, Cushing v US Mas s, 18 F Supp 83, inducing person claiming estoppel to alter his position, Braunch v Freking, 219 Iowa 556, 258 NW 892, knowledge of facts and of rights by person estopped, Harvey v Richard, 200 La. 97, 7 So. 2d 674, willful or culpable silence, Lenconi v Fidelity Trust & Savings Bank of Fresno, 96 Cal. App. 490, 273 P. 103 et seq., "Silence" implies knowledge, and an opportunity to act upon it, Pence v Langdon, 99 US 578 @ 581, et seq.

13. **Under the Clearfield Doctrine, derived from the 1943 Supreme Court Decision in Clearfield Trust, et al. vs. United States, (328 U.S. 363, 318), the court ruled, in essence, that when a government reduces itself to a corporate status, it becomes merely another corporation, having no more nor less standing than all other corporations.**

15. **The UNITED STATES Supreme court in 2000 ruled, *Bond vs. UNITED STATES* 529 US 334-2000, held that the people are in fact Sovereign and not the STATES or government. The court went on to define that local, STATE and FEDERAL law enforcement officers are committing unlawful actions against the Sovereign people by the enforcement of laws and are personally liable for their actions.**


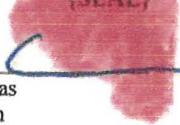
DISCLAIMER

THE QUOTATION OF THE PRIVATELY COPYRIGHTED STATUTORY
LEGISLATIVELY CREATED CASE LAW AND STATE AND FEDERAL STATUTES

PURSUANT TO PL 88-244, DECEMBER 30, 1963, IS DONE WITHOUT INTENT TO
CREATE A "USE", VIOLATE ANY PRIVATE COPYRIGHT, OR GIVE LEGAL
ADVISE TO ANYONE, AND STANDS SO UNLESS LAWFULLY PROTESTED BY ANY
CONCERNED PARTY(IES)

Notice to the principal is notice to all agents. Notice to an agent is notice
to all principals. By this Public Notice, Declarations, Mandates and
Lawful Protests the world is now informed.

BE IT SO EXECUTED, and by this execution, be made to appear, in-deed, enacted, decreed,
This the 12th day of the 6th month, anno Domini, two thousand and 20, Amen.

L.S.   (SEAL)
Signed only in correct public capacity as
Beneficiary of the Original Jurisdiction

Paul-Kenneth: Cromar.
c/o 9870 north meadow drive.
Cedar Hills
Utah [84062]

CC: MR. WILLIAM P. BARR acting as Attorney General
MR. GARY HERBERT acting as Utah Governor
United States Marshals office – Salt Lake City
Ryan Bundy
Ammon Bundy
Shawna Cox
US District Court President Trump appointed Judges:
Judge Howard C. Nielson Jr. - (2019 to present)
Judge David B. Barlow - (2020 to present)
(as potential witnesses / investigators to their court's un-Constitutional mischief)
Utah Senator Mike Lee